

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**Dated as of June 14, 2000**

**by and between**

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,  
d/b/a  
BELL ATLANTIC - MAINE**

**and**

**LIGHTSHIP TELECOM, LLC**

## **INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement (this “Agreement”), under Sections 251 and 252 of the Telecommunications Act of 1996 (the “Act”), is effective as of the 14<sup>th</sup> day of June, 2000 (the “Effective Date”), by and between New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Maine (“BA”), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and Lightship Telecom, LLC (“Lightship”), a Delaware corporation with offices at 70 West Oakland Avenue, Suite 306, Doylestown, Pennsylvania 18901 (each individually, a “Party” and, collectively, the “Parties”).

WHEREAS, Lightship has requested, pursuant to Section 252(i) of the Act, that BA make available to Lightship Interconnection, services and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement (and any amendments thereto that have been approved under applicable law) between Global NAPS, Inc. and BA, dated as of October 1, 1998, for Maine, approved by the Maine Public Utilities Commission under Section 252 of the Act, copies of which agreement and any subsequent amendments thereto that have been approved under applicable law being attached hereto as Appendix 1 (the “Separate Agreement”); and

WHEREAS, BA has undertaken to make such terms and conditions available to Lightship hereby only because of, and to the extent required by, Section 252(i) of the Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lightship and BA hereby agree as follows:

### **1.0 Incorporation of Separate Agreement and Appendix 2 by Reference**

1.1 Except as expressly stated herein, the terms and conditions of the Separate Agreement, as it is in effect on the date hereof after giving effect to operation of law, and of Appendix 2 attached hereto, are incorporated by reference in their entirety herein and form an integral part of this Agreement.

1.2 References in the Separate Agreement to Global NAPS, Inc. or to GNAPS shall for purposes of this Agreement be deemed to refer to Lightship.

1.3 References in the Separate Agreement to the “Effective Date”, the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of the Separate Agreement, this Agreement shall continue in effect until the later of the date (a) of the expiration of the initial term of the Separate Agreement (which, for the avoidance of any doubt, is October 1, 2001) or (b) the Separate Agreement is otherwise terminated or expires.

1.4 All references in the Separate Agreement to “800/888” shall be deleted in their entirety and replaced with the following: “800/888/877”.

1.5 All usage data to be provided pursuant to Sections 6.3.8 and 6.3.9 of the Separate Agreement shall be sent to the following address on behalf of Lightship:

Lightship Telecom, LLC  
Kevin O’Hare  
1301 Virginia Drive, Suite 120  
Fort Washington, PA 19034

1.6 All certificates or other proof of insurance to be sent to BA under Section 21 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services  
Bell Atlantic – Telecom Industry Services  
Room 1423  
1095 Avenue of the Americas  
New York, New York 10036

1.7 All notices, affidavits, exemption-certificates or other communications to Lightship under Section 29.6 of the Separate Agreement shall be sent to the following address:

Lightship Telecom, LLC  
Kevin O’Hare  
70 West Oakland Avenue, Suite 306  
Doylestown, Pennsylvania 18901

1.8 All notices, affidavits, exemption-certificates or other communications to BA under Section 29.6 of the Separate Agreement shall be sent to the following address:

Tax Administration  
Bell Atlantic Corporation  
1095 Avenue of the Americas  
Room 3109  
New York, New York 10036  
Telephone: (212) 395-1280  
Facsimile: (212) 597-2915

1.9 Notices to Lightship under Section 29.10 of the Separate Agreement shall be sent to the following address:

Lightship Telecom, LLC  
Kevin O’Hare

70 West Oakland Avenue, Suite 306  
Doylestown, Pennsylvania 18901

1.10 Notices to BA under Section 29.10 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services  
Bell Atlantic Wholesale Markets  
1095 Avenue of the Americas  
Room 1423  
New York, NY 10036  
Facsimile: 212/704-4381

with a copy to:

Bell Atlantic Network Services, Inc.  
Attn: Jack H. White, Jr.,  
Associate General Counsel  
1320 N. Court House Road, 8<sup>th</sup> Floor  
Arlington, Virginia 22201  
Telephone: (703) 974-1368  
Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic-Maine  
Attn: General Counsel  
14<sup>th</sup> Floor  
185 Franklin Street  
Boston, MA 02110

1.11 Schedule 4.0 set forth at Appendix 2 hereto shall replace and supersede in their entirety Schedule 4.0 of the Separate Agreement.

## **2.0 Clarifications**

2.1 BA has advised Lightship that BA disputes the applicability of the Separate Agreement's Reciprocal Compensation arrangements to traffic that is transmitted to or returned from the Internet at any point during the duration of its transmission ("Internet Traffic") (herein the "Disputed Issue"). Lightship believes that the Separate Agreement's Reciprocal Compensation arrangements apply to Internet Traffic but acknowledges that the Parties disagree as to the meaning of the Separate Agreement with respect to the Disputed Issue, and that BA's execution and delivery of this Agreement does not constitute a voluntary adoption or reaffirmation of the Separate Agreement, an admission that any provision of the Separate Agreement (or Lightship's interpretation thereof) is lawful or reasonable, or a release or waiver

of BA's claims and defenses pertaining to the Disputed Issue. The entry into, filing and performance by the Parties of this Agreement does not in any way constitute a waiver by either Party of any of the rights and remedies it may have to seek review of any of the provisions of this Agreement or the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek enforcement or review in any way of any portion of this Agreement or the Separate Agreement in connection with the Disputed Issue or Lightship's election under 47 USC § 252(i)

2.2 The Parties agree that if any judicial or regulatory authority of competent jurisdiction determines (or has determined) that BA is not required to furnish any service or item or provide any benefit to Telecommunications Carriers otherwise required to be furnished or provided to Lightship hereunder, then BA may, at its sole option, avail itself of any such determination by providing written notice thereof to Lightship.

2.3 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that BA shall only be required to provide combinations and any services related to its provision of combinations to the extent (a) required by Applicable Law or (b) mutually agreed to by the Parties in writing after the date hereof.

2.4 Notwithstanding any other provisions of this Agreement, BA shall have no obligation to perform under this Agreement until such time as Lightship has obtained a Certificate of Public Convenience and Necessity ("CPCN") or such other Commission authorization as may be required by law as a condition for conducting business in the State of Maine as a local exchange carrier

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first set forth above.

LIGHTSHIP TELECOM, LLC

BELL ATLANTIC - MAINE

By:\_\_\_\_\_

By:\_\_\_\_\_

Printed:\_\_\_\_\_

Printed: Jeffrey A. Masoner

Title:\_\_\_\_\_

Title: Vice-President - Interconnection Services  
Policy & Planning

[Appendix](#)